

REMARKS

This Application has been carefully reviewed in light of the Office Action mailed September 16, 2009. At the time of the Office Action, Claims 1-20, 38-42 and 48-50 were pending in this Application, and Claims 21-37, 43-47 and 51-52 were previously cancelled due to an election/restriction requirement. All pending Claims 1-20, 38-42 and 48-50 were rejected in the Office Action. Independent Claims 1 and 50 are herein amended. Applicant respectfully requests reconsideration and favorable action in this case.

Amended Claims 1 is Allowable over *Alicot*.

Claims 1 was rejected under 35 U.S.C. §102(e) as being anticipated by U.S. Patent No. 6,429,776 (“*Alicot*”).

“A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference.” *Verdegaal Bros. v. Union Oil Co. of California*, 814 F.2d 628, 631, 2 U.S.P.Q.2d 1051, 1053 (Fed. Cir. 1987). Furthermore, “the identical invention must be shown in as complete detail as is contained in the ... claim.” *Richardson v. Suzuki Motor Co. Ltd.*, 868 F.2d 1226, 1236, 9 U.S.P.Q.2d 1913, 1920 (Fed. Cir. 1989).

Alicot does not teach these limitations. *Alicot* teaches a product tag system including an RFID tag removably attached to an item for sale, a tag detacher for detaching the tag from the item, and an RFID tag reader for reading bar code information from the RFID tag. The tag detacher is inoperable for detaching the RFID tag from the item until the bar code information has been read from the RFID tag by the RFID tag reader and scanned by a bar code scanner. (col. 2, lines 21-40).

Thus, as Applicant interprets the Examiner’s argument, the Examiner is equating:

- (a) *Alicot*’s RFID tag with the claimed “verification and activation module”, and
- (b) *Alicot*’s tag detacher with the claimed “product”,

Although Applicant does not necessarily agree with this rejection, in order to advance prosecution of this application, Applicant has amended Claim 1 to more explicitly distinguish from *Alicot*.

Amended Claim 1 recites:

1. An apparatus, comprising:
 - a product configured to perform electronic functions, the product having electronic control circuits; and
 - a verification and activation module configured to be removably or permanently coupled, or remain removably or permanently coupled, to the electronic control circuits of the product *after a purchase of the product*;
 - wherein the verification and activation module is configured for facilitating the activation of the electronic control circuits of the product such that the electronic functions of the product become enabled; and
 - wherein the verification and activation module includes a *memory configured to receive and store data during a purchase of the product*, such that the data received and stored during the purchase of the product remains removably or permanently *stored in the product after the purchase of the product*.

Thus, Applicant has amended Claim 1 to specify:

(a) that the “verification and activation module” is coupled (or remains coupled) to the product *after the product is purchased*, and

(b) that the verification and activation module includes a *memory that receives and stores data during the purchase of the product* (e.g., data regarding the customer, data specifying the date/time of the purchase, etc.), such that the data received and stored during the purchase of the product *remains stored in the product after the purchase of the product*.

Both of these features explicitly distinguish from *Alicot*. First of all, *Alicot* does not teach anything regarding the purchase of the *tag remover*, which the Examiner is equating with the claimed “product.” Rather, *Alicot* deals with the purchase of the *item to which the RFID is attached*, and the Examiner has not equated this item with the claimed “product” (because the *item* does not have electronic functions that become enabled by the RFID tag). Thus, *Alicot* cannot teach the newly added limitations concerning the *purchase of the product*.

Second, in *Alicot*, the alleged “verification and activation module” (the RFID tag) is detached from the item for sale by the alleged “product” (the tag detacher) during the purchase of the item. *After the item is purchased*, the RFID tag (i.e., the alleged “verification

and activation module”) and the tag detacher (i.e., the alleged “product”) have no interaction -- specifically, the RFID tag does not *remain coupled to the tag detacher (or to the purchased item) after the item is purchased*.

Further, *Alicot*’s RFID tag (i.e., the alleged “verification and activation module”) does not receive and store data during the purchase of the product such that the stored data received and stored during the purchase of the product *remains stored in the product after the purchase of the product*. *Alicot* does not teach anything close to this feature. For example, *Alicot* does not teach keeping any data stored in the purchased item after the purchase of the item, much less where the data is received and stored during the purchase of the item.

For at least these reasons, amended Claim 1 is clearly distinguished from *Alicot*. Thus, Applicant respectfully requests reconsideration and allowance of amended Claim 1, as well as all claims that depend therefrom.

Amended Claim 50 is Allowable over *Alicot*.

Like Claim 1, independent Claim 50 was rejected under 35 U.S.C. §102(e) as being anticipated by *Alicot*. As with Claim 1, although Applicant does not necessarily agree with this rejection, in order to advance prosecution of this application, Applicant has amended Claim 50 to more explicitly distinguish from *Alicot*.

Amended Claim 50 recites:

50. A method for product security, said method comprising the steps of:

providing a product configured for electronic operation and having a verification and activation module;

during a purchase of the product by a customer, collecting or accessing data relating to at least one of the consumer, the purchase date, and the purchase time;

storing the collected or accessed data in a memory provided in the verification and activation module that is removably or permanently coupled to the product, *such that the data stored in the memory during the purchase of the product remains removably or permanently stored in the product after the purchase of the product;* and

the verification and activation module enabling the electronic operation of the product after a correct security code is communicated to the verification and activation module.

Alicot fails to teach at least:

(a) during a purchase of the product by a customer, collecting or accessing data relating to at least one of the consumer, the purchase date, and the purchase time, and

(b) storing the collected or accessed data on a memory provided in the verification and activation module that is removably or permanently coupled to the product, such that the data stored in the memory during the purchase of the product remains removably or permanently stored in the product after the purchase of the product.

First, as discussed above, *Alicot* does not teach anything regarding the purchase of the *tag remover*, which the Examiner is equating with the claimed “product.” Rather, *Alicot* deals with the purchase of the *item to which the RFID is attached*, and the Examiner has not equated this item with the claimed “product” (because the *item* does not have electronic functions that become enabled by the RFID tag). Thus, *Alicot* cannot teach the newly added limitations concerning the *purchase of the product*.

Second, *Alicot* does not teach collecting or accessing data relating to the consumer, the purchase date, and/or the purchase time, and storing such data in a memory provided in the RFID tag (i.e., the alleged “verification and activation module”) such that the data relating to the consumer, the purchase date, and/or the purchase time *remains removably or permanently stored in the product after the purchase of the product*. In *Alicot*, the RFID tag (i.e., the alleged “verification and activation module”) is detached from the item for sale by the alleged “product” (the tag detacher) during the purchase of the item. *After the item is purchased*, the RFID tag (i.e., the alleged “verification and activation module”) and the tag detacher (i.e., the alleged “product”) have no interaction -- specifically, the RFID tag does not *remain coupled to the tag detacher (or to the purchased item) after the item is purchased*. Thus, even if *Alicot* did teach storing data relating to the consumer, the purchase date, and/or the purchase time in the RFID tag, the data does not *remain removably or permanently stored in the product after the purchase of the product*.

For at least these reasons, amended Claim 50 is clearly distinguished from *Alicot*. Thus, Applicant respectfully requests reconsideration and allowance of amended Claim 50.

Independent Claims 38, 40, 48, and 49 are Allowable over *Alicot*.

Like Claim 1, independent Claims 38, 40, 48, and 49 were rejected under 35 U.S.C. §102(e) as being anticipated by *Alicot*.

Applicants traverse. Independent Claims 38, 40, 48, and 49 each relate to replacing an original product with a replacement product. *Alicot* does not teach anything at all regarding replacing a product with a replacement product. More specifically, independent Claims 38, 40, 48, and 49 each recite limitations concerning a verification and activation module being removed from an original product and coupled to a replacement product, which causes the electronic operation of the replacement product to become enabled and the electronic operation of the original product to become disabled. *Alicot* does not teach removing anything from one product and coupling it to another product. Moreover, *Alicot* does not teach disabling the electronic operation of a first product and enabling the electronic operation of a second product by removing something from the first product and coupling it to the second product. *Alicot* simply does not teach anything similar.

If the Examiner wishes to maintain these rejections, Applicant respectfully requests that the Examiner indicate which specific elements of *Alicot* are being equated with each of:

- (a) the original product,
- (b) the verification and activation module, and
- (c) the replacement product.

Applicant submits that no elements of *Alicot* can be equated with these elements of Claims 38, 40, 48, and 49, while meeting the specific limitations of such claims.

For at least these reasons, *Alicot* clearly does not teach the limitations of amended Claims 38, 40, 48, 49, and 50. Thus, Applicant respectfully requests reconsideration and allowance of Claims 38, 40, 48, 49, and 50, as well as all claims that depend therefrom.

The Dependent Claims are Allowable over *Walter*.

Dependent Claims 2-20, 39, and 41-42 were rejected under 35 U.S.C. §102(e) as being anticipated by *Alicot*. Applicants submit that all dependent claims are allowable at least because they depend from the independent claims shown above to be allowable. In addition, various dependent claims recite additional limitations that are not taught by *Alicot*. Thus, Applicant respectfully requests reconsideration and allowance of all dependent claims.

CONCLUSION

Applicant has made an earnest effort to place this case in condition for allowance in light of the remarks set forth above. Applicant respectfully requests reconsideration of the pending claims.

Applicant authorizes the Commissioner to charge \$810.00 for the filing of the attached Request for Continued Examination (RCE) Transmittal to Deposit Account No. 50-4871 of King & Spalding L.L.P.

Applicant believes there are no other fees due at this time. However, the Commissioner is hereby authorized to charge any fees necessary or credit any overpayment to Deposit Account No. 50-4871 of King & Spalding L.L.P.

If there are any matters concerning this Application that may be cleared up in a telephone conversation, please contact Applicant's attorney at 512-457-2030.

Respectfully submitted,
KING & SPALDING LLP
Attorney for Applicant



Eric M Grabski
Registration No. 51,749

Date: _____

7/14/10

SEND CORRESPONDENCE TO:
KING & SPALDING L.L.P.
CUSTOMER ACCOUNT NO. **86528**
512-457-2030
512-457-2100 (fax)